

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stoffel Seals Corporation		09/30/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	600 California Street, 19th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78684955	TEVISEC	
Serial Number:	78684922	THE GEMINI	
Serial Number:	78684913	TUG TIGHT	
Serial Number:	78684904	HANDILOK	
Serial Number:	78684889	SUR SEAL	
Serial Number:	78684873	ALL SEAL	
Serial Number:	78684855	EQUILOK	
Serial Number:	78684795	STOFFEL SEALS	
Serial Number:	78684768	STOFFEL SEALS	
Serial Number:	72060059	PRESTIGE	
Serial Number:	77590130	PROMOSNAPS!	
Serial Number:	77577544	PROMOSNAPS!	
CORRESPONDENCE DATA			

CH \$315.00 78684955

900173130

TRADEMARK
REEL: 004289 FRAME: 0790

Fax Number: (949)567-6710

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-506-5150

Email: ipprosecution@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 4 Park Plaza, Suite 1600

Address Line 2: IP Prosecution Department

Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:

1696.453

NAME OF SUBMITTER:

Bradford S. Breen

Signature:

/Bradford Breen/

Date:

10/04/2010

Total Attachments: 6

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 30, 2010, is made by STOFFEL SEALS CORPORATION, a New York corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., Brammall, Inc., Telesis Technologies, Inc., E.J. Brooks Company, Ekstrom Industries, Inc., Meter Devices Company, Inc., E.J. Brooks (India), Inc. and Trans Guard Industries, Inc., as the Borrowers, the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or an equivalent office or registry in foreign countries or jurisdictions outside the United States, as specified (collectively, the "Scheduled Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or

agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether now owned or hereafter acquired by such Grantor, including the Scheduled Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of such Grantor's business symbolized by such trademarks and all customer lists and other records of such Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks; (the "Collateral") to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding the foregoing, the security interest created by this Grant of Security Interest shall not extend to any applications for trademarks or service marks filed in the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in commerce is submitted to the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association
600 California Street, 19th Floor
San Francisco, California 94108
Attention: Judith Steele
Tel. No. (415) 396-3807
Fax No. (415) 947-5945
E-mail: Judith.Steele@wellsfargo.com


This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

STOFFEL SEALS CORPORATION,
a New York corporation

By: 
Name: Ian Morton
Title: President

[SIGNATURE PAGE TO SHORT FORM SECURITY AGREEMENT (TRADEMARKS)]

TRADEMARK
REEL: 004289 FRAME: 0795

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>TRADEMARKS AND TRADEMARK APPLICATIONS</u>				
Mark	Country	Serial No. & Date	Reg. No. & Date	Owner
Tevisec	USA	78684955 08/03/2005	3198259 01/16/2007	Stoffel Seals Corporation
The Gemini	USA	78684922 08/03/2005	3196026 01/09/2007	Stoffel Seals Corporation
Tug Tight	USA	78684913 08/03/2005	3196025 01/09/2007	Stoffel Seals Corporation
Handilok	USA	78684904 08/03/2005	3212407 02/27/2007	Stoffel Seals Corporation
Sur Seal	USA	78684889 08/03/2005	3120307 07/25/2006	Stoffel Seals Corporation
All Seal	USA	78684873 08/03/2005	3123395 08/01/2006	Stoffel Seals Corporation
Equilok	USA	78684855 08/03/2005	3117161 07/18/2006	Stoffel Seals Corporation
Stoffel Seals and design	USA	78684795 08/03/2005	3120301 07/25/2006	Stoffel Seals Corporation
Stoffel Seals	USA	78684768 08/03/2005	3219497 03/20/2007	Stoffel Seals Corporation
Prestige	USA	72060059 10/03/1958	0680909 06/23/1959	Stoffel Seals Corporation
Prestige	Canada	0254273 12/04/1959	TMA138761 01/15/1965	Stoffel Seals Corporation
Stoffel and design	Canada	0290971 07/31/1965	TMA148198 11/25/1966	Stoffel Seals Corporation

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Promosnaps!	10/10/2008	77590130
Promosnaps! and design	09/24/2008	77577544